

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

KOREAN WAR VETERANS COMMITTEE

Doc. # 5560

ADOPTED

4/15/93

This Agreement, entered into this ____ day of April, 1993 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Grantor, The Korean War Veterans Committee, P.O. Box 6254, JFK Station, New Chardon Street, Boston, MA 02114 hereinafter referred to as the Grantee.

WHEREAS, On April 26, 1990 the Authority authorized the execution of a this Agreement permitting the construction of a Korean War Veterans Memorial to be located at Shipyard Park within the Charlestown Navy Yard, as shown on the map attached hereto and made a part thereof, Exhibit A, "Memorial Site"; and

WHEREAS, On April 15, 1993 the Authority approved the final design and location of said memorial and wishes to effectuate to construction of said memorial;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Grantee, its agents, employees, contractors and subcontractors, to enter upon the Memorial site to locate, construct and maintain the Massachusetts Korean War Veterans Memorial in compliance with plans by _____ and accepted by the structural engineer, dated _____ and attached hereto as Exhibit "B".

The parties hereto agree as follows:

1) The term of this Agreement shall commence May 1, 1993 and shall terminate when no longer required for the purposes stated herein, or upon thirty (30) days written notice by the Grantor. Construction shall be diligently prosecuted to completion no later than May 1, 1994.

2) The Grantee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

3) The Grantee shall indemnify and save harmless the Grantor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Grantor may be subjected to or put, by reasons of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Grantee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Grantee in any way in the entry and use of the License Area. At the notice of the Grantor the Grantee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

4) The Grantee shall be required to carry for the term of this Agreement Comprehensive General Liability Insurance, insuring the Grantee and Grantor against all claims and demands for personal injury and property damage with respect to the Memorial Site. The limits for said insurance shall be not less than One Million (\$1,000,000) Dollars. The Authority shall be named as an additional insured on all policies obtained in connection with this Agreement.

5) The Grantee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

6) The Grantee agrees to assume all maintenance expenses including electricity charges pertaining to the Memorial Site. The Grantee shall pay directly to the proper person or authorities when due all charges with respect to the Memorial Site, whether called charges, assessments, fees, or otherwise, for utility services, water and sewer use.

7) The Grantee shall make entry upon the Memorial Site in "as-is" condition on the commencement date of this Agreement. The Grantee shall not commit or suffer waste or impairment of the site. Any damage to Shipyard Park in connection with the activities permitted herein shall be repaired by the Grantee at his expense. The Grantee shall maintain the improvements constructed pursuant hereto.

8) The Grantee agrees to maintain the Memorial Site in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the Memorial Site and shall provide for perpetual maintenance through a trust established for this purpose and administered by the Authority through the City of Boston Trust Office. The Grantor shall provide limited maintenance and trash removal as part of its ongoing stewardship of Shipyard Park and otherwise all work undertaken with respect to the Memorial Site shall be at the sole cost and expense of the Grantee without any liability to the Grantor.

9) The Grantee covenants that it will not occupy or use the Memorial Site, nor allow it to be occupied or used for any purpose other than for those expressly permitted under this Agreement.

10) In no event shall any of the activities permitted under this Agreement in any way threaten damage to nearby utilities or buildings. During construction, the Grantee shall secure the Memorial Site to prevent unauthorized entry including but not limited to, barriers or locks to all entrances, exits and excavations.

11) The Grantee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation. All plans and specifications shall be stamped and certified by an appropriate structural engineer.

12) The Grantee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Grantor's Equal Employment Compliance Policy.

13) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith.

14) Nothing herein shall constitute the relation between the Parties hereto to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership, joint venture or agency. The agents of the Grantee shall be subject to the full direction and control of the Grantor and nothing in this Agreement shall be construed, implied or inferred as creating any agency relationship between the Parties.

15) No fixtures shall be installed, and no improvements or alterations shall be made to the Memorial Site without the Grantor's written permission. Upon the termination of this Agreement by breach of any covenants contained herein, Grantee agrees that the memorial hereby authorized shall remain the possession of the Grantor.

16) This Agreement may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licenser.

17) The Grantee shall not engage, directly or indirectly, in any commercial activities within the Memorial Site.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Paul L. Barrett, Director

MASS. KOREAN WAR VETERANS COMMITTEE

By: _____

APPROVED AS TO FORM:

Kevin Morrison
Assistant Chief General Counsel

MASSACHUSETTS KOREAN WAR MEMORIAL
SHIPYARD PARK, CHARLESTOWN, MA.

The Massachusetts Korean War Memorial structure is 44 ft. in diameter including walks and benches, and is hexagonal in shape. The gray Barre, Vermont granite memorial will have six 12 ft. high columns supporting five 2 ft. high lentils (top course). The interior facing of the rear center lentil will be inscribed, "Massachusetts Korean War Veterans Memorial". The front facing lentil to the left of the center will show, "The Great Seal of the United States of America". The front facing lentil to the right of center, will show, "The Great Seal of Massachusetts". The facing of the interior lentils, will in circular fashion have inscribed the names of major battles fought in Korea. Each of the six columns, will be dedicated to the United States military servicemen from Massachusetts who died in defending their beliefs in freedom.

The centerpiece of the memorial is a 9 ft. bronze statue of a U.S. Infantryman in winter combat gear standing on a 18 inch thick piece of Korean granite. The Korean granite was given to us in gratitude by the Korean government for our memorial. The soldier is looking at the battle listings. The break in the lentils opens to "Infinity" to represent the truce signed in 27 July 1953, and still on going today. The depression within the memorial is to show the "hardships" of the troops during the first few months of the war, in which the Communist North Koreans almost drove the UN Forces off the Korean Peninsula. The rising of the soldier at the center of the depressed area, represents the strength of the UN Forces by 27 July 1953, when the South Koreans were liberated. The soldier stands watch over the "Honor Roll" of troops who made the supreme sacrifice. The list of Massachusetts veterans who gave their lives along with our 109 MIA's will be cast on bronze plaques set on the inside of each of the six columns in 3/8 inch raised lettering.

The outside perimeter of the memorial will have grass and a circular brick walkway with a handicap ramp leading into the center of the memorial. Lights will be carefully situated throughout the memorial. A sound system will be built into the memorial relating to the Korean War and other historic sites in the Navy Yard. Meditation benches will be positioned around the memorial, and the memorial will have four flagpoles which will display the United States, Korean, United Nations and the Massachusetts State Flags.

The siting of the Massachusetts Korean War Memorial at Charlestown Navy Yard is significant to those Massachusetts men and women who fought in the Korean War. This Massachusetts Korean War Memorial will stand in the shadow of two great American War Memorials, the Bunker Hill Monument, and the USS Constitution.

Revised 7/30/92 WFM/jmt

BACKGROUND

The Korean War Veterans Committee of Massachusetts, Inc., (KWV) is a Massachusetts non-profit corporation, organized under Massachusetts General Laws, Chapter 180, on July 12, 1988. It's principal office is at Room 1002, Saltonstall Building, 100 Cambridge Street, Boston, MA 02202. The KWV has been determined to be a Tax Exempt Organization by the Internal Revenue Service under 26 USC 501(c)(19). The Federal Tax Identification Number is 04-3027835.

Since it's inception, the KWV has had as it's primary purpose, the construction and dedication of a suitable memorial to the approximately 1600 Massachusetts men who died in service, during the Korean War, and to the 111 Massachusetts men who, to this day, are listed as missing in action. Although the membership of the Boston chapter is in excess of 300 members, the Memorial has been an ongoing project by a dedicated group of about two dozen people. The KWV requested permission of the Boston Redevelopment Authority (BRA) to construct a memorial in Shipyard Park within the Charlestown Navy Yard. That proposal was reviewed and approved at both a public hearing on April 25, 1989 and the Charlestown Neighborhood Council meeting on May 2, 1989. A. Monti Granite Co. Inc., a wholesale manufacturer of memorials in Quincy, MA was selected to design and construct the memorial.

On April 26, 1990, the BRA Board approved the proposed construction of a memorial and voted - "That the Director be

authorized to execute a License Agreement with the Massachusetts Korean War Veterans Memorial Committee permitting the site location and construction of a war memorial to be located on a portion of Shipyard Park in the Charlestown Navy Yard; subject to any applicable approvals of the Department of Interior and with the express acknowledgement by the Licensee that no financial obligation on the part of the Authority is to be construed from this License Agreement. Final Approval for the location and design of the memorial is also subject to future Boston Redevelopment Authority Board of Directors approval."

On August 21, 1991, the Board of Directors of the BRA authorized a License Agreement with KWV to conduct preliminary sub surface testing on BRA property to determine what additional below surface support might be necessary regarding the construction of the Korean War Veterans Memorial.

ACTION TAKEN SINCE LICENSE AGREEMENT (AUGUST 1991)

- A. Fund raising
- B. Construction plans
- C. Contingency fund

A. Contemporaneously with the design and construction planning for the memorial, a public fundraising drive was conducted to raise the \$ 350,000.00 which was the original estimate for the completion of the project. As of this date (April 15th) prior to any construction, the amount of approximately \$ 350,000.00 has been collected, (including an amount "pledged" by the Browne Fund of the City of Boston). Because of recently obtained commitments of additionally

donated "labor, materials and services," the cost for completion of the project is now only \$ 310,000.00, (\$ 40,000.00 less than the original estimate). That leaves the KWV with an excess of \$ 40,000.00 prior to the start of construction. Fundraising is being, and will be, actively pursued in spite of exceeding our original goal. Those funds to be raised in the future, as well as the excess already accumulated, will be held in trust for the continued maintenance of the Korean War Veterans Memorial.

The three main sources of the funds raised to date, (\$ 350,000.00) have been from the Commonwealth of Massachusetts, the City of Boston, and from the general public, ie, most notably from veterans, and friends and relatives of Massachusetts veterans. The Massachusetts Legislature approved House bill H5607, which authorized matching State funds of \$ 175,000.00 toward the cost of the memorial. That appeared as a line item, Section 161, in the 1993 Fiscal Year Budget, which the Governor signed. On December 4, 1992, the Treasurer of the Commonwealth paid over to the KWV, a check in the amount of \$ 175,000.00 which has been earning further interest since that time.

The Browne Fund of the City of Boston has "pledged" the cost of the sculptured statue of a GI in winter combat garb, which is the central figure, surrounded by the six granite columns which, with lentils on top, form the memorial. The balance of the funds received, came in large part, from an offering of sale of memorial bricks (at \$ 250.00 per donation) to be set in a walkway approaching the memorial. All of the above, has been collected, and does not include any "In Kind" contributions by the BRA, such as land and professional services by BRA employees, which are significant amounts.

B. Construction planning has continuously been monitored during the period since the License Agreement was approved by the BRA Board. A draft timetable adopted in August 1991, has been followed and progress has been consistent with the original plan. Those areas covered included: site selection; sub surface conditions analysis; preliminary structural/ landscape design; Art Commission review; MHC review; Browne Fund Committee review; call to artists etc; construction documents; fabrication of sculpture and granite; plant materials work and surveying, all leading up to actual construction in the field. Most of the memorial has/is being crafted offsite in preparation to being transported to the site, and no construction problems are anticipated at this time. Care has been taken to use only superior quality materials in construction, be it the Bose sound system, the Barre granite, to the highest quality flagpoles, or the long life light bulbs that are part of the lighting system.

C. A contingency fund will be established for the continuing support and maintenance and/or repair of the memorial on an "as needed" basis. That would include a flag replacement program. Minor maintenance, such as periodic cleaning of surfaces, will be provided by a local Charlestown youth organization. Because of the simple design, there should be no foreseeable maintenance problems.



OFFICE OF THE ARTS AND HUMANITIES

BOSTON ART COMMISSION

Boston City Hall — Room 716
Boston, Massachusetts 02201
617-635-3245

RAYMOND L. FLYNN
MAYOR

BRUCE P. ROSSLEY
COMMISSIONER

As requested by the Boston Redevelopment Authority, April 7, 1993:

At its regular meeting on October 9, 1992, the Boston Art Commission voted conceptual approval of the design submitted for the Massachusetts Korean Memorial to be sited in the Charlestown Navy Yard pending review of the final designs for the following items:

- 1) trash receptacles
- 2) lighting plan
- 3) maintenance agreement.

The Commission also requests that the Korean Veterans Memorial Committee will, after consultation with a qualified materials conservator, make a recommendation for the surface treatment of the granite benches.

To date, the Commission has submitted final design documents and has raised or committed over \$200,000 for the construction of the memorial including \$175,000 recently appropriated by the Commonwealth of Massachusetts, and approximately \$100,000 from the City of Boston's Brown Fund which is currently under consideration by its Board of Trustees. In addition to these funds, approximately \$40,000 has been raised to provide for a maintenance fund to be administered by the Authority through the City of Boston Trust Office.

The memorial has been reviewed and approved at a public hearing on April 23, 1992 and the Charlestown Neighborhood Council meeting of May 2, 1992. Additionally, the Commission has received support from the City of Boston Arts Commission, the Boston City Council, Mayor Raymond L. Flynn, City of Boston Veterans Department and the Commonwealth of Massachusetts Veterans Commission. In response to this overwhelming support, the memorial was incorporated into the public open space plan in both the City Master Plan and Double Interpolative Map Plan.

MEMORANDUM

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APRIL 15, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: J. EDWARD ROCHE, A.I.A. DIRECTOR OF SPECIAL PROJECTS
JOHN O'BRIEN, PROJECT MANAGER
WILLIAM GRIFFIN, PROJECT COORDINATOR
ECONOMIC DEVELOPMENT DEPARTMENT
PAUL REAVIS, ASSISTANT DIRECTOR
ENGINEERING AND DESIGN SERVICES

SUBJECT: REQUEST FOR FINAL APPROVAL OF DESIGN AND LOCATION FOR
THE KOREAN WAR VETERANS MEMORIAL AT SHIPYARD PARK TO BE
CONSTRUCTED BY THE KOREAN WAR VETERANS COMMITTEE OF
MASSACHUSETTS.

On April 26, 1990 the BRA authorized the Director to enter into a license with the Massachusetts Korean War Veterans Committee permitting the construction of a war memorial within Shipyard Park.

It is envisioned that the gray Barre Vermont granite memorial (approx. 23x32) will be constructed with twelve foot columns and will include, as its center piece, an eight foot bronze replica of American servicemen. All six sides of the pedestal will include bronze markers listing the names of 1,620 Massachusetts men and women killed, 107 soldiers listed as Missing In Action, and the names of Medal of Honor recipients.

To date, the Committee has submitted final design documents and has raised or committed over \$350,000 for the construction of the memorial including: \$175,000 recently appropriated by the Commonwealth of Massachusetts, and approximately \$100,000 from the City of Boston Browne Fund which is currently under consideration by its Board of Trustees. In addition to these funds, approximately \$40,000 has been raised to provide for a maintenance fund to be administered by the Authority through the City of Boston Trust Office.

The memorial has been reviewed and approved at both a public hearing on April 25, 1989 and the Charlestown Neighborhood Council meeting of May 2, 1989. Additionally, the Committee has received support from the City of Boston Arts Commission, the Boston City Council, Mayor Raymond L. Flynn, City of Boston Veterans Department and the Commonwealth of Massachusetts Veterans Commission. In response to this overwhelming support, the memorial was incorporated into the public open space plan in both the CNY Master Plan and Double Interpretive Loop Plan.

It is recommended, therefore, that the Authority approve the design and location of the Korean War Veterans Memorial within Shipyard Park. All plans and specifications shall be accepted by a certified structural engineer.

An Appropriate Vote Follows:

VOTED: That the Authority hereby approves the design and location of the Korean War Veterans Memorial within Shipyard Park. All plans and specifications shall be accepted by a certified structural engineer.





